

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  DCI Group, LLC, 1828 L Street, NW, Suite 400, Washington, DC 20036		2. Registration No.  6140						
3. Name of Foreign Principal Kenichiro Sasae, Ambassador Extraordinary and Plenipotentiary of Japan to the United States of America	4. Principal Address of Foreign Principal Embassy of Japan, 2520 Massachusetts Ave., NW, Washington, DC 20008							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table>			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____							
<input type="checkbox"/> Individual-State nationality _____								
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Embassy of Japan								
b) Name and title of official with whom registrant deals Kenichiro Sasae, Ambassador Extraordinary and Plenipotentiary of Japan to the United States of America								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3  
Revised 03/11

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
March 26, 2013	Brian McCabe, Managing Partner	/s/ Brian S. McCabe eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  DCI Group, LLC	2. Registration No.  6140
3. Name of Foreign Principal Kenichiro Sasae, Ambassador Extraordinary and Plenipotentiary of Japan to the United States of America	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
DCI Group will provide public affairs services to Akin Gump Strauss Haver & Feld LLP for the Embassy of Japan.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

DCI Group will provide public affairs services to Akin Gump Strauss Haver & Feld LLP for the Embassy of Japan.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

DCI Group, LLC on behalf of Akin Gump Strauss Haver & Feld LLP for the Embassy of Japan will help to educate the public by providing information on the benefits of the Trans Pacific Partnership.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 26, 2013	Brian S. McCabe, Managing Partner	/s/ Brian S McCabe eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

### ***Client Services Agreement***

This Agreement (hereinafter "Agreement") dated as of March 15, 2013 ("Effective Date") is made by and between Akin Gump Strauss Haier & Feld LLP ("Client") and DCI Group AZ, L.L.C. ("Consultant" and each a "Party" or collectively the "Parties").

The Parties hereby agree as follows:

#### ***Section 1***

##### **Consultant Services:**

Consultant shall assist and advise Client with respect to agreed-upon public affairs services ("Services"). Such Services will be specified in this Agreement or work orders to this Agreement or as otherwise assigned to Consultant in writing by Client (with any such written assignments including email communications deemed Work Orders under this Agreement) ("Work Orders").

#### ***Section 2***

##### **Independent Contractor:**

Consultant shall act solely as an independent contractor, not as an employee or agent of Client. Accordingly, Client shall not exercise control over the manner, time, or place in which any services rendered by Consultant or its members, officers, agents, and employees are performed. Additionally, Consultant, including its principals and employees, will not be eligible for any Client employment benefits currently provided to employees of Client. Unless specifically authorized in writing, Consultant shall not enter into any agreement with any third party on behalf of Client and shall not represent to any third party that it has authority to enter into any such agreement.

#### ***Section 3***

##### **Compliance with Applicable Laws and Regulations:**

Subject to the foregoing, Consultant shall render the Services in accordance with all applicable federal and state laws and regulations, including, without limitation, the Honest Leadership and Open Government Act of 2007, the Federal Election Campaign Act of 1971, as amended, the Bipartisan Campaign Reform Act of 2002, the Gift Rules Guidelines of the United States Senate and House of Representatives, the Standards of Ethical Conduct of Employees of the Executive Branch, the Lobbying Disclosure Act of 1995, as amended, the Foreign Agents Registration Act of 1938, as amended, and the lobbying and gift rule requirements of any state or local government.

#### ***Section 4***

##### **Term of Agreement:**

This Agreement will become effective as of the Effective Date, and will continue on a month-to-month basis, unless the Parties mutually agree in writing to terminate the Agreement pursuant to the termination provisions herein.

Either Consultant or Client may terminate this Agreement at any time without penalty by providing 30 day written termination notice to the other. In the event that Client terminates this Agreement with cause or for material breach of the terms and conditions of this Agreement, such termination shall be effective immediately and no outstanding fees shall be due and payable to Consultant. If Client terminates this Agreement without cause, then it shall reimburse Consultant for all outstanding Expenses and Services performed to date.

Section 5

Compensation & Expenses:

For general public affairs management services, Consultant will receive from Client a fee of \$25,000 a month, plus all reasonable out-of-pocket expenses, including travel-related expenses. Between the 1<sup>st</sup> and 5<sup>th</sup> of each month, Consultant shall invoice Client for the fee for that month. Client shall pay each invoice within 30 days of the invoice date. For any professional fees charged on an hourly basis, Consultant also shall invoice Client on or before the 15<sup>th</sup> of each month for fees incurred in the prior month. Client shall pay each invoice within 30 days of the invoice date.

Between the 15<sup>th</sup> and 20<sup>th</sup> of each month Consultant shall invoice Client for any reasonable out of pocket expenses incurred but not previously billed. Client shall pay such invoice within 30 days of the invoice date.

In addition to the foregoing, the parties may mutually agree to enter into additional Work Orders for Consultant to perform additional public affairs programmatic services, such as, but not limited to field operations, surrogate operations, media strategy and buying, direct mail, and phone outreach ("additional services"). However, prior to Consultant initiating work with respect to any additional services, Client and Consultant shall mutually agree in writing upon the scope of such additional services. The fee that Consultant will receive from Client for such services will be as specified in this Agreement, unless the parties otherwise agree in writing in a subsequent Work Order. Between the 15<sup>th</sup> and 20<sup>th</sup> of each month, Consultant shall invoice Client for these expenses incurred but not previously billed. Client shall pay each invoice within 30 days of the invoice date.

Client generally will fund directly Media Buys to the ad agency or media outlet. Where it is desirable for Consultant to manage the media relationship and make payments to the ad agency or media outlet on behalf of Client, Consultant shall immediately invoice Client for any media buys funded by Consultant. Client shall pay each invoice within ten days of the media buy for amounts less than \$100,000. For Media Buys funded by Consultant on behalf of Client that are greater than \$100,000, Client shall pay the invoice within three (3) business days of the invoice date.

The mode of payment by Client for all invoices shall be by electronic funds transfer or ACH transaction. Standard Electronic Payment Specifications shall be provided by Consultant's Accounting Department.

Client shall provide below the name, address, telephone number and email address of Client's billing contact:

Scott Parven  
Name  
1333 New Hampshire Avenue, NW, Washington, DC 20036  
Address  
202-887-4119 SPARVEN@AKINGUMP.COM  
Telephone Number Email Address

**Section 6**

**Confidentiality:**

From time to time, Client may share with Consultant non-public or proprietary information related to Client business in order to assist Consultant in performing the Services outlined in this Agreement. Consultant shall consider all such information confidential, whether provided orally or in writing. Unless otherwise required by law or court order, Consultant shall not disclose any such information to any person not an employee or agent of Consultant without the prior written consent of Client. Consultant shall provide prompt notice to Client of any judicial or quasi-judicial demand for such information. Notwithstanding the foregoing, Client acknowledges Consultant's obligations to file disclosure reports as required by law with any governmental entity.

Likewise, Client may become aware of information about Consultant, its business operations, and its methods of performance that may be highly confidential and proprietary to Consultant and which is generally not known to the general public or in the business which Consultant and its other clients are engaged. Client shall treat all such information, whether provided orally or in writing, as confidential. Unless otherwise required by law or court order, Client shall not disclose any such information to any person not an employee or agent of Client without the prior written consent of Consultant. Client shall provide prompt notice to Consultant of any judicial or quasi-judicial demand for such information.

**Section 7**

**Entire Agreement:**

This Consulting Agreement and any Work Orders hereunder constitute the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings and understandings. This Agreement may be modified or amended only by a written amendment signed by the Parties.

**Section 8**

**Non-Assignment:**

A Party shall not assign this Agreement by agreement or operation of law without the written consent of the other Party. Nothing in this Agreement, express or implied shall (i) confer on any person other than the Parties, or their permitted successors or assigns, any rights to remedies under or by reason of this Agreement; (ii) constitute the Parties partners or participants in a joint venture; or (iii) appoint one Party the agent of the other Party.

**Section 9**

**Governing Law and Dispute Resolution:**

This Agreement is made in the District of Columbia, and shall be construed and enforced in accordance with the law of the District of Columbia, without reference to principles of conflicts of laws thereof.

Any dispute, claim or controversy between the Parties arising out of or relating to this Agreement, any Work Order(s) issued hereunder or the breach, termination, enforcement, interpretation or validity of this Agreement or any Work Order(s), including the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the District of Columbia before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction.

Section 10

Warranties:

Consultant shall (i) perform the Services and any additional services by qualified personnel, in all cases with the degree of skill, care, and diligence ordinarily exercised by competent persons providing similar Services in Consultant's industry, and in accordance with the generally accepted standards of the industry; (ii) deliver Services or any additional services that conform to the specifications set by the Client in this Agreement or Work Order(s); and (iii) preserve the Client's confidential information. Client represents and warrants that it is not restricted by any law or agreement in assigning Consultant these Services or any additional services.

Section 11

Indemnification:

Each of the two parties to this Agreement shall indemnify (the "Indemnitor") and hold harmless the other (the "Indemnatee") from and against any costs, expenses (including reasonable attorneys' fees) losses, liabilities and damages ("Indemnified Damages") that Indemnatee may incur as a direct result of any claim or suit by a third party ("Third-Party Claim") to the extent those Indemnified Damages are caused by a material breach by Indemnitor of the terms of this Agreement. Indemnatee shall provide notice within ten (10) business days to Indemnitor of any such Third-Party Claim ("Notification"). Failure to give such Notification shall not affect the Indemnitor's obligation to indemnify pursuant to this Section 11 except to the extent Indemnitor has been prejudiced by such failure.

The amount of any Indemnified Damages for which indemnification by Indemnitor is provided under this Section 11 shall be net of any amounts recovered by Indemnatee under insurance policies in effect and applicable to such Indemnified Damages. Indemnatee shall exercise all commercially reasonable efforts to recover any amounts under such insurance policies. Indemnatee shall not be entitled to indemnification for any consequential, special, indirect, incidental, exemplary or punitive damages, lost profits or diminution in value.

In the event of a Third-Party Claim, Indemnitor may, if it so elects, assume the defense of such Third-Party Claim with counsel selected by Indemnitor. Indemnatee shall cooperate in such defense as reasonably requested by Indemnitor. If Indemnitor elects to assume the defense of such Third-Party Claim, Indemnatee shall have the right, at its own expense, to participate in the defense of such Third-Party Claim and employ counsel, at its own expense, reasonably acceptable to Indemnitor, it being understood that Indemnitor shall nonetheless control such defense. Indemnitor shall not settle, compromise or discharge any Third-Party Claim without Indemnatee's written consent, such consent not to be unreasonably withheld or delayed, provided that Indemnatee shall agree to any such settlement, compromise or discharge that Indemnitor recommends and that by its terms only requires the payment of money and releases Indemnatee from any further liability in connection with such Third-Party Claim.

Section 12

Severability:

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each and every remaining term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 13

Notices:

Any notices to be given hereunder by a Party to the other may be effected either by personal delivery in writing, by guaranteed overnight delivery, or by mail, registered or certified, postage prepaid



with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address upon written notice in accordance with this section. Notices delivered personally will be deemed communicated as of actual receipt; mailed or overnighted notices will be deemed communicated as the date received.

Section 14

Survivability of Provisions:

Sections 6, 9, 10, 11 and 12 of this Agreement shall survive any termination or expiration of this Agreement.

Section 15

Parties-in-Interest; Execution of Agreement:

There are no third party beneficiaries to this Agreement, and no third party may invoke any provision hereof in its defense or in advancing any grievance or position as against any other person or entity.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and such counterparts together shall constitute but one and the same instrument.

This Agreement shall not be binding upon Client or Consultant unless executed on its behalf by a duly authorized Officer, Partner or Member. Client and Consultant, and the individuals executing this Agreement represent such individuals have been and are duly authorized by all necessary and appropriate corporate or other action to execute this Agreement on behalf of Client and Consultant, respectively.

Client's and Consultant's signature below indicates Client's and Consultant's understanding of, and concurrence with, all the terms and conditions of this Agreement.

**Each Party is signing this Agreement as of the Effective Date.**

**Akin Gump Strauss Hauer & Feld LLP**

By: Scott Parven / AFW permission

Scott Parven  
Akin Gump Strauss Hauer & Feld LLP  
Robert S. Strauss Building  
1333 New Hampshire Avenue, NW  
Washington, DC 20036-1564

**DCI Group AZ, L.L.C.**

By: Douglas M. Goodyear

Douglas M. Goodyear  
Chief Executive Officer  
1828 L Street, NW, Suite 400  
Washington, DC 20036